

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777462

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900736166		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BISH'S RV, LLC		12/06/2022	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	345 Main St., 3rd Floor		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3317417	WHERE MEMORIES BEGIN	
Registration Number:	3317418	WHERE MEMORIES BEGIN	
Registration Number:	5642048	BISH'S RV	
Registration Number:	5642049	BISH'S RV	
Registration Number:	5642051	BISH'S RV WHERE MEMORIES BEGIN	
Registration Number:	6290190	GO PLAY	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird, Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	582547		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		

DATE SIGNED:	12/30/2022
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Total Attachments: 3

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **BISH'S RV, LLC**, an Idaho limited liability company (the "Grantor") on this 6th day of December, 2022, hereby grants to **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Administrative Agent (in such capacity, the "Grantee"), for the ratable benefit of the Lender Parties, a continuing first priority security interest in and Lien on all of the right, title and interest of the Grantor in all of the following property whether now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Guaranty and Collateral Agreement referred to below): (i) the Trademarks set forth on Schedule A attached hereto (collectively, the "Trademark Collateral"); (ii) [reserved], (iii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement referred to below) of the Trademark Collateral, and (iv) all IP-Related Rights (as such term is defined in the Guaranty and Collateral Agreement referred to below) of the Trademark Collateral.

THIS GRANT OF SECURITY INTEREST (this "Grant") as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in that certain Guaranty and Collateral Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern. This Grant may be executed in counterparts (including by telecopy or in electronic (i.e., "pdf" or "tif") format) and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

BISH'S RV, LLC, as Grantor

By: Bish's RV Holdings, LLC, its sole member

By: Bish's RV Holdco, Inc., as sole member of

Bish's RV Holdings, LLC

By: 

Name: Tom Fetzer

Title: Chief Financial Officer, Treasurer and Assistant Secretary

SCHEDULE A

TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
WHERE MEMORIES BEGIN	United States	RN: 3317417 SN: 78797591	Jan. 23, 2006	Oct. 23, 2007
WHERE MEMORIES BEGIN	United States	RN: 3317418 SN: 78797641	Jan. 23, 2006	Oct. 23, 2007
BISH'S RV	United States	RN: 5642048 SN: 87903956	May 2, 2018	Jan. 1, 2019
BISH'S RV <i>(and Design)</i> BISH'S RV	United States	RN: 5642049 SN: 87903959	May 2, 2018	Jan. 1, 2019
BISH'S RV WHERE MEMORIES BEGIN <i>(and Design)</i> BISH'S WHERE MEMORIES BEGIN RV	United States	RN: 5642051 SN: 87903964	May 2, 2018	Jan. 1, 2019
GO PLAY <i>(and Design)</i> GO ▶ PLAY	United States	RN: 6290190 SN: 88498272	Jul. 2, 2019	Mar. 9, 2021